

**EXHIBIT 2**

**CONTRACTS FOR JUNO BEACH**

2006

## CONTRACT FOR SERVICES BUILDING INSPECTIONS

This Contract is entered into by and between the Town of Juno Beach, a Florida municipal corporation, 340 Ocean Drive, Juno Beach, FL 33408 (hereinafter "Town") and M.T. Causley Supplemental Services of South Florida, LLC, a Florida limited liability corporation, 97 N.E. 15<sup>th</sup> Street, Homestead, FL 33030 (hereinafter "Contractor").

**WHEREAS**, the Town requires high quality professional building plan review and inspection services sensitive to community needs, and

**WHEREAS**, Contractor agrees to provide building plan review and inspection services to meet the Town's needs for such services; and

**WHEREAS**, the parties wish to formalize their arrangement through the execution of this Contract.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that:

1. The Contractor will provide the Town a building official (and additional inspectors if necessary) whose duties shall include building plan review, inspection services, and tasks necessary to meet the inspection needs of the Town. Said personnel will have regular contact with residents, Town Officials and staff. The Building Official/Inspector will provide plans review and approval and inspection services. The Town shall provide site plan and zoning administration.
2. The Contractor will also provide:
  - a. Salary and benefits of its employees and inspectors.
  - b. Field communication equipment (numbers will be provided to the Town personnel). Inspectors shall respond to the Town's calls and equipment shall be in service during the term of the Agreement.
  - c. Vehicle in safe operating condition or vehicle allowance for the inspectors.
  - d. Supplemental systems and support and administrative coordination.
  - e. Templates for all necessary forms, applications, permits and placards for the successful operation of the department.
  - f. A staff of specialists available to assist in building code enforcement activities and available for back-up inspection purposes when the principal building official is unavailable..
  - g. Certificate of insurance showing all coverage with a minimum of \$1 million of Worker's Compensation, general liability, automobile liability and errors and omissions coverage and naming the Town as an additional

insured within 30 days of accepted contract. No material change or cancellation of insurance shall be without thirty (30) days prior written notice to the Town.

3. The Contractor will provide inspectors, plan reviewers and building officials who shall possess standard certificates per Florida Statute 468, in the disciplines they practice. All inspectors shall have a minimum of five (5) years of experience in the construction industry and the Building Official shall have at least ten (10) year's experience.
4. The Contractor will implement and enforce the adopted building codes of the Town, and all local amendments to those codes, ordinances and regulations of the Town, as well as applicable county, state or federal regulations, codes, ordinances and statutes, but at a minimum the following listed codes:
  - a. The Florida Building, Mechanical, Plumbing, Gas, Energy Efficiency and Accessibility Codes
  - b. The National Electrical Code
  - c. The Federal Emergency Management Contractor Requirements
  - d. NFPA 101 and NFPA 1
  - e. Town of Juno Beach Public Works Design and Specification Standards
5. The Contractor will provide a Building Official during the hours agreed upon by the Town; initially Tuesday and Thursday, excluding Town recognized holidays. The Contractor shall provide inspections during inclement weather conditions, except during a natural disaster or other unsafe conditions when the Town has suspended such services.
6. The Contractor will provide a one week turn around time on the review of a complete set of building plans for a single family or two family dwelling unit, or a multi-family, office, commercial or industrial projects under 5,400 square feet. Large scale development building plans (those over 5,400 square feet) will be reviewed in a timely manner and no longer than two weeks after receipt of a complete set of plans.
7. The Contractor will insure that inspection results will be made available no later than 5:00pm of the next business day.
8. The Contractor will work in conjunction with the County Fire Inspector and Fire Marshall in ensuring all buildings meet the minimum Code requirements, plan review, inspections and the issuing of certificate of occupancies or certificate of uses.
9. The Contractor will perform inspections for which no permit fee is required, such as complaints and property maintenance inspections, enforcement of the

Emergency Management Plan and inspections from permits issued prior to the effective date of this contract at the direction of the Town and forward those reports to the appropriate person(s) with the findings. The Town shall compensate the Contractor for any activities and meetings relating to the duties herein where a permit fee is not generated as specified in "Exhibit A" at a rate agreed upon by the parties.

10. The Contractor will be compensated at seventy-five percent (75%) of the permit and inspection fees. The remaining twenty-five percent (25%) of the funds collected shall be retained by the Town. All fees for any services provided by the Contractor for the Town shall be collected by the Town.
11. The Contractor shall provide a statement for services rendered by the fifth day of the following month. The Town shall compensate the Contractor by the 20th of the month following the period services were rendered.
12. The Contractor does hereby certify that it has not and is not placed on the convicted vendor list following conviction for a public entity crime, that Contractor has in place a drug free workplace policy and that Contractor is an equal opportunity employer.
13. The Town shall provide for the Contractor office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier and fax machine for the Contractor during the term of this agreement. The Contractor shall be responsible for its long distance phone charges other than those related to Town business, office supplies and office equipment necessary for the performance of its responsibilities. The location and size of the Contractor's office area shall be determined as mutually agreeable with the Town.
14. Any failure of a party to enforce the party's rights under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
15. Either the Town or the Contractor may terminate this agreement with or without cause upon sixty (60) days' written notice to the other party of the intention to terminate. The Town of Juno Beach reserves the right to terminate this agreement with cause with twenty (20) days' written notice to the Contractor. Notices shall be served to the parties at the addresses specified above.
16. The initial term of the Agreement shall be for a period of one year, and shall be automatically renewed for consecutive periods of one (1) year unless canceled by either party with sixty (60) days' written notice prior to the expiration of the then current term.
17. This agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a

written addendum executed by the duly authorized agents of both the Town and the Contractor.

18. The Contractor agrees to provide these services commencing October 17, 2006.
19. To the fullest extent permitted by applicable laws and regulations, Contractor shall indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or in any way related to the services furnished by Contractor or its officers, agents, employees or independent contractors pursuant to this Contract, specifically including, but not limited to, those caused by or arising out of any act, commission, negligence or default of Contractor.
20. Contractor undertakes performance of the services contemplated by this Contract as an independent contractor and not as an agent or employee of the Town.
21. It is hereby understood and agreed that in the event any lawsuit in the judicial system is brought to enforce compliance with this Contract or interpret same, or if any administrative proceeding is brought for the same purpose, the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs, including appellate attorney's fees and costs. Costs shall be paid even if not taxable by the court or administrative body.
22. This Contract shall be governed by the laws of the State of Florida and venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

Executed by the Town this 2nd day of November, 2006:

Town of Juno Beach, Florida

[Signature]  
Town Manager

ATTEST:

[Signature]  
Town Clerk

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2006:

M.T. Causley Supplemental Services of  
South Florida, LLC

By: [Signature]  
Printed Name: Michael T. Causley  
Title: President

State of Florida  
County of MIAMI-DADE

The foregoing instrument was acknowledged before me this 10th day of November, 2006 by Michael T. Causley, on behalf of M.T. Causley Supplemental Services of South Florida, LLC. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
Kathleen A. Von Hagel  
Commission # DD604252  
Expires: OCT. 17, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]  
Notary Signature and Seal

**"EXHIBIT A"**

**RATES**

(attach copy from contract)

**"EXHIBIT A"**

**RATES**

(attach copy from contract)



**Exhibit A**

**M.T. Causley Supplemental Services of South Florida  
Rates for the Town of Juno Beach  
Building Division**

<b>Plan Review Fees:</b> Value of each fee for plan review performed, exclusive of site review fee and construction code enforcement surcharge.	75%
<b>Inspection Fees:</b> Value of each inspection performed, exclusive of site review fee and construction code enforcement surcharge.	75%
<b>Plans Re-Review Fees:</b> Value of each plans re-review fee, exclusive of site review fee and construction code enforcement surcharge.	75%
<b>Re-Inspection Fees:</b> Value of each re-inspection fee, exclusive of site review fee and construction code enforcement surcharge.	75%
<b>*In the event of a natural disaster, if additional personnel are required to perform construction plan review and inspection services, the rate of the additional personnel shall be at the following rate: After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.</b>	<b>B = \$96 per hour MEP = \$96 per hour A/E = \$145 per hour  (plus expenses: travel, lodging, etc.)</b>
<b>*Permit Clerk/Office Manager/File Clerk available at the following rate with four-hour minimum: After 5:00pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.</b>	<b>Permit Clerk = \$48 per hour Office Mgr = \$58 per hour File Clerk = \$38 per hour</b>
<b>*Additional services: special construction plans review and inspection services, architect and engineering services and meetings (excluding natural disaster events) shall be at the following rate: After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.</b>	<b>B = \$96 per hour MEP = \$96 per hour A/E = \$145 per hour</b>
<b>*On an "as-needed" basis with Town Manager approval.</b>	
<b>**A 5% Increase in Fees will take place biennially after year 2006.</b>	

**B: Building Plans Review and Inspector**

**MEP: Mechanical, Electrical and/or Plumbing Plans Review and Inspector**

**A/E: Architects or Engineers**

2008

**CONTRACT FOR SERVICES  
BUILDING INSPECTIONS**

**THIS CONTRACT** is entered into by and between the Town of Juno Beach, a Florida municipal corporation, 340 Ocean Drive, Juno Beach, FL 33408 (hereinafter "Town") and M.T. Causley, Inc., a Florida corporation, 97 N.E. 15<sup>th</sup> Street, Homestead, FL 33030 (hereinafter "Contractor").

**WHEREAS**, the Town seeks high quality professional building plan review and inspection services sensitive to the needs of its community; and

**WHEREAS**, Contractor agrees to provide building plan review and inspection services to meet the Town's needs; and

**WHEREAS**, the parties wish to formalize their arrangement through the execution of this Contract.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor shall provide the Town a building official (and additional inspectors if necessary) whose duties shall include building plan review, inspection services, and tasks necessary to meet the inspection needs of the Town. Said personnel will have regular contact with residents, Town Officials and Town Staff. The building official/inspector shall provide plans review and approval and inspection services. The Town shall provide site plan and zoning administration.
2. Contractor shall also provide:
  - A. Salary and benefits for its employees and inspectors.
  - B. Field communication equipment (numbers will be provided to the Town personnel). Inspectors shall respond to the Town's calls and equipment shall be in service during the term of this Contract.
  - C. Vehicles in safe operating condition or a vehicle allowance for the inspectors.
  - D. Supplemental systems and support and administrative coordination.
  - E. Templates for all necessary forms, applications, permits and placards for the successful operation of the building department.
  - F. A staff of specialists available to assist in building code enforcement activities and available for back-up inspection purposes when the principal building official is unavailable.

- G. Certificate(s) of insurance showing all coverage with a minimum of one million dollars (\$1,000,000) of general liability, automobile liability and errors and omissions coverage and naming the Town as an additional insured. No material change or cancellation of insurance shall be without thirty (30) days' prior written notice to the Town. Contractor shall also maintain worker's compensation insurance coverage as required by Florida Statutes.
3. Contractor shall provide inspectors, plan reviewers and building officials who shall possess standard certificates in accordance with Chapter 468, Florida Statutes, in the disciplines in which they practice. All inspectors shall have a minimum of five (5) years of experience in the construction industry and the building official shall have at least ten (10) year of experience.
4. Contractor shall implement and enforce the adopted building codes of the Town, including local amendments, ordinances and regulations of the Town, as well as applicable county, state or federal regulations, codes, ordinances and statutes, which at a minimum shall include the following:
- A. The Florida Building, Mechanical, Plumbing, Gas, Energy Efficiency and Accessibility Codes.
  - B. The National Electrical Code.
  - C. The Federal Emergency Management Contractor Requirements.
  - D. NFPA 101 and NFPA 1.
  - E. Town of Juno Beach Public Works Design and Specification Standards.
5. Contractor shall provide a building official during the hours specified by the Town, excluding Town recognized holidays. Contractor shall provide inspections during inclement weather conditions, except during a natural disaster or other unsafe conditions when the Town has suspended such services.
6. Contractor shall provide a one week turn around time on the review of a complete set of building plans for a single family or two family dwelling unit, or a multi-family, office, commercial or industrial projects under 5,400 square feet. Large scale development building plans (those over 5,400 square feet) will be reviewed in a timely manner and no longer than two weeks after receipt of a complete set of plans.
7. Contractor shall ensure that inspection results are made available no later than 5:00 p.m. of the next business day.
8. Contractor shall work in conjunction with the County Fire Inspector and Fire Marshall in ensuring all buildings meet the minimum Code requirements, plan review, inspections and the issuing of certificates of occupancy or certificates of use.

9. Contractor shall perform inspections for which no permit fee is required, such as property maintenance inspections and enforcement of the Emergency Management Plan at the direction of the Town and forward reports to the appropriate person(s) with its findings. Upon request, Contractor shall also provide qualified personnel following a natural disaster to perform damage assessment on as needed and as available basis. The Town shall compensate Contractor for any activities and meetings relating to the duties herein where a permit fee is not generated as specified in "Exhibit A" at a rate agreed upon by the parties.
10. The Town shall collect all fees for services performed by Contractor pursuant to this Contract. As compensation for such services, the Town shall pay Contractor a sum equal to sixty percent (60%) of the permit and inspection fees for the first \$200,000 collected by the Town. For fees collected in excess of \$200,000, the Town shall pay Contractor a sum equal to fifty-five percent (55%) of the fees collected.
11. Contractor shall provide a statement for services rendered by the fifth day of the following month. The Town shall compensate Contractor by the 20th of the month following the period services were rendered.
12. Contractor certifies that it has not and is not placed on the convicted vendor list following conviction for a public entity crime, that Contractor has in place a drug free workplace policy, and that Contractor is an equal opportunity employer.
13. The Town shall provide for Contractor office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine and computer with internet access for Contractor during the term of this Contract. Contractor shall be responsible for its long distance phone charges other than those related to Town business, office supplies and office equipment necessary for the performance of its responsibilities. The location and size of Contractor's office area shall be determined as mutually agreeable with the Town.
14. Any failure of a party to enforce the party's rights under any provision of this Contract shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
15. Either the Town or Contractor may terminate this Contract with or without cause upon sixty (60) days' written notice to the other party of the intention to terminate. The Town of Juno Beach reserves the right to terminate this agreement with cause with ten (10) days' written notice to Contractor. Notices shall be served to the parties at the addresses specified above.
16. The initial term of this Contract shall be for a period of two years, and shall be automatically renewed for consecutive periods of one (1) year unless terminated by either party as set forth above.


17. This Contract contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a written addendum executed by the duly authorized agents of both the Town and Contractor.
18. The effective date of this Contract shall be retroactive to October 1, 2008.
19. To the fullest extent permitted by applicable laws and regulations, Contractor shall indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or in any way related to the services furnished by Contractor or its officers, agents, employees or independent contractors pursuant to this Contract, specifically including, but not limited to, those caused by or arising out of any act, commission, negligence or default of Contractor.
20. Contractor undertakes performance of the services contemplated by this Contract as an independent contractor and not as an agent or employee of the Town.
21. It is hereby understood and agreed that in the event any lawsuit in the judicial system is brought to enforce compliance with this Contract or interpret same, or if any administrative proceeding is brought for the same purpose, the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs, including appellate attorney's fees and costs. Costs shall be paid even if not taxable by the court or administrative body.
22. This Contract shall be governed by the laws of the State of Florida and venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.
23. This Contract shall replace and supersede any and all prior contracts or agreements relating to building inspection services between the Town and Contractor or any related entity.

Executed by the Town this 22nd day of October, 2008:

Town of Juno Beach, Florida

  
Mayor

ATTEST:

  
Town Clerk

Approved as to form and legal sufficiency:

  
Town Attorney

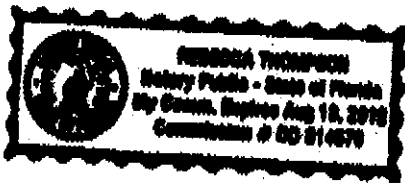
Executed by Contractor this 20th day of October, 2008:

M.T. Causley, Inc.

By: [Signature]  
 Printed Name: Michael T. Causley  
 Title: President

State of Florida  
 County of Miami Dade

The foregoing instrument was acknowledged before me this 20th day of October, 2008 by Michael T. Causley, on behalf of M.T. Causley, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
 Notary Signature and Seal

**"EXHIBIT A"**

**Exhibit A**

**M.T. Causley, Inc.  
Proposed Rates for the Town of Juno Beach  
Building Department**

<b>Plan Review, Inspection, Plans Re-Review and Re-Inspection Fees*:</b> Value of each fee for plan review, inspection, plans re-review and re-inspection performed, exclusive of site review fee and construction code enforcement surcharge.	<b>Building Department Fees</b> collected up to \$200,000 will be at a rate of 60%.  <b>Building Department Fees</b> collected greater than \$200,000 will be at a rate of 55%.
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**The following additional services are available upon request of the Town Manager**

<b>&gt; In the event of a natural disaster, additional personnel are available to perform construction plan review and inspection services. The rate of the additional personnel shall be at the (reimbursable by FEMA).</b>
<b>&gt; Permit Clerk, Office Manager, File Clerk</b>
<b>&gt; Fire plans review</b>
<b>&gt; Fire inspection</b>
<b>&gt; Elevator plans review</b>
<b>&gt; Elevator inspection</b>

- After 5:00 pm and on Saturdays inspections will be made available upon request of and at the expense of the Owner or Contractor. Above percentage applies.

**B: Building Plans Review and Inspector**  
**MEP: Mechanical, Electrical and/or Plumbing Plans Review and Inspector**  
**A/E: Architects or Engineers**